

Annex A

**UNITED STATES DISTRICT COURT**

**SOUTHERN DISTRICT OF NEW YORK**

\_\_\_\_\_  
Eli Erlick,

Plaintiff,

Case No. 23-cv-1017

- against -

Blaire White.

**CONFIDENTIAL**  
**STIPULATION OF**  
**SETTLEMENT**

Defendants.

\_\_\_\_\_  
X

WHEREAS, Plaintiff Eli Erlick filed this suit on February 7, 2023;

WHEREAS, Defendant Blaire White was served process on February 27, 2023, and has since appeared;

WHEREAS, Plaintiff and Defendant alike (together, the "Parties"; individually, a "Party" where not identified specifically) desire to resolve this case without further litigation; and

WHEREAS, each Party has been represented by counsel, has had time to review the terms of this settlement agreement (referred to herein as the "Settlement" or "Agreement"), and agrees both Parties have received good and valuable consideration hereunder;

**NOW THEREFORE**, the parties agree as follows:

1. **Correction.** [Omitted as confidential]
2. **Non-Disparagement.** [Omitted as confidential]
3. **Plaintiff's Affirmation.** [Omitted as confidential]

4. **Confidentiality.** The terms of this Settlement are confidential, and may not be shared publicly, except that the public version of this Settlement attached as Annex A may be publicly filed with the Court. This confidentiality clause shall not apply to: (1) any motion to enforce this Settlement, in which case the Party seeking to enforce it may file this Settlement and any Settlement related documents publicly, and (2) either

Party may share this Settlement and any Settlement related documents with their respective attorneys, tax professionals, and other professionals who either Party reasonably believes must view this Settlement to provide services to either Party.

**5. Mutual Releases, Settlement, and Costs.** [Omitted as confidential]

**6. Dismissal.** In exchange for the consideration provided herein, all claims herein, as well as all claims or counterclaims that could have been made, are dismissed with prejudice.

**7. Estimated Damages and Breach.** All material breaches of this Agreement shall be considered material violations of this Settlement and subject to enforcement. Both Parties acknowledge that any material breach of this Agreement would cause irreparable harm and that money damages would not provide an adequate remedy for such material breach. [Omitted as confidential]

**8. Retention of Jurisdiction to Enforce.** The Court retains jurisdiction to enforce the terms of this Settlement. Either Party may make a motion to enforce this Agreement if they have a good faith belief there has been a material breach hereunder.

The Parties recognize the Court has discretion to reject this term, and should the Court do so, this Settlement shall be held in abeyance while the Parties discuss in good faith whether another enforcement mechanism is effective to achieve the aims of this Settlement. The availability of a robust enforcement term and mechanism are both necessary parts of the consideration the Parties have agreed to exchange, and therefore the Settlement would be ineffective without some enforcement mechanism.

**9. Signatures and Counterparts.** This Settlement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. Electronic signatures shall be the same as any other signature.

**10. Enforcement and Public Filing.** The parties shall, upon execution hereof, be entitled to file the public version of this Settlement attached as Annex A.

[Signatures on Next Page]

PLAINTIFF

DEFENDANT

By: Eli Erlick  
Eli Erlick

By: Blaire White  
Blaire White

Date: 4/2/24

Date: 3/31/2024

SO ORDERED:

Hon. Robert W. Lehrburger, U.S.M.J.